

<b>POWER OF ATTORNEY OR REVOCATION OF POWER OF ATTORNEY WITH A NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS</b>	Application Number	09/997,110	
	Filing Date	November 29, 2001	
	First Named Inventor	Lynn P. Krinsky	
	Title	METHOD OF PREPARING ...	
	Art Unit	2854	
	Examiner Name	R. Yan	
		Attorney Docket Number	

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint Practitioner(s) associated with the following Customer Number as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith:

40854

OR

☐ I hereby appoint Practitioner(s) named below as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith:

Practitioner(s) Name	Registration Number

Please recognize or change the correspondence address for the above-identified application to:

☒ The address associated with the above-mentioned Customer Number.

OR

☐ The address associated with Customer Number:

OR

☐ Firm or Individual Name

Address

City

State

Zip

Country

Telephone

Email

I am the:

☐ Applicant/Inventor.

OR

☒ Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) (Form PTO/SB/96) submitted herewith or filed on \_\_\_\_\_

**SIGNATURE of Applicant or Assignee of Record**

Signature

Date

Name

Telephone

Title and Company

**NOTE:** Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☐ \*Total of \_\_\_\_\_ forms are submitted.

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Avery Dennison Corporation

Application No./Patent No.: 6,631,683 Filed/Issue Date: October 14, 2003

Titled: METHOD OF PREPARING CUSTOMIZED WALLPAPER PANELS

Avery Dennison Corporation, a corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)

the patent application/patent identified above, by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy therefore is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

[Signature]  
Signature

3-25-10  
Date

RAJ SARDesai  
Printed or Typed Name

VP & CHIEF IP COUNSEL  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

## PATENT PURCHASE AGREEMENT

This Agreement is made as of the 1st day of April, 2009 by and between Lynn Paula Krinsky, an individual residing in Seattle, Washington (hereinafter "Krinsky"), and Howrey, a limited liability partnership having its principal office in Washington D.C.

**WHEREAS**, Krinsky owns certain patents that Howrey wishes to acquire;

**WHEREAS**, Krinsky is willing to sell these patents under the terms and conditions specified below; and

**NOW, THEREFORE**, Krinsky and Howrey agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.1** "Patents" means United States Patent Numbers 6,354,212 ("the '212 patent") and 6,631,683 ("the '683 patent") as well as all related patents or applications for patents (e.g., patents or applications claiming priority to the '212 Patent and/or the '683 Patent, or patents or applications claiming priority to a common patent or application as the '212 Patent and/or the '683 Patent) that have been or shall be filed in the United States or in foreign countries, including all provisional, divisional, continuing, continuing-in-part, substitute, renewal, or reissue patents or applications for patents.

**Section 1.2** "Effective Date" means the date on which this Agreement is duly signed by both parties.

**Section 1.3** "Term" shall have the meaning given that term in Section 6.0.

### ARTICLE II ASSIGNMENT/PAYMENT/LICENSE/REVIVAL

**Section 2.1 Krinsky Assignment.** Krinsky irrevocably sells, assigns, transfers and conveys to Howrey all right, title and interest in the Patents, including the right to sue for past infringement and to prosecute, enforce and defend the Patents. Subsequent to Krinsky's sale, assignment, transfer and conveyance of all right, title and interest in the Patents, Howrey, at its sole discretion, has the right to sell, assign, transfer and convey all right, title and interest in the Patents to a third party at any time and under any terms and conditions.

**Section 2.2 Howrey Payment.** Howrey shall pay Krinsky for the Patents. Within (10) business days from the Effective Date, Howrey shall wire to Krinsky at:

**Section 2.3 Taxes.** The parties agree that any taxes arising from this transaction are the sole responsibility of Krinsky.

**Section 2.4 Krinsky License.** Notwithstanding the assignment in Section 2.1, Howrey agrees to give Krinsky and Krinsky's company, Stella Color, a non-exclusive, non-assignable license to (i) to make, have made, use, sell, offer for sale and import devices that are covered by the Patents or that practice methods covered by the Patents, (ii) to practice any method covered by the Patents, and (iii) to make, have made, use, sell, offer to sell, import, distribute, host and have hosted services that are covered by the Patents. This retained license may not be sublicensed and is not transferable. This grant of a non-exclusive, non-assignable license shall be binding on any party that succeeds Howrey's ownership interest in the Patents.

**Section 2.5 No Implied Licenses.** The only licenses granted herein are those expressly stated in Section 2.4. No implied rights or licenses are granted by this Agreement.

**Section 2.6 Revival of Patents.** Krinsky agrees to cooperate with Howrey, or any party that succeeds Howrey as the owner of the rights, title and interest in the Patents, to revive the '212 Patent and the '683 Patent, including providing declarations to the U.S. Patent and Trademark Office that may be necessary for revival. Krinsky agrees to consider in good faith any further requests for assistance (beyond providing declarations) from Howrey, or any subsequent owner of the Patents, only if such assistance is reasonably necessary to revive the Patents and does not unduly burden Krinsky. Any cooperation from Krinsky shall be at no cost and expense to Krinsky.

**Section 2.7 Release to Krinsky.** Howrey's, or any subsequent owner's, right to sue for damages for infringement before the Effective Date excludes any claim against Krinsky or Stella Color, such claims hereby are expressly waived and released.

### **ARTICLE III TRANSFER**

**Section 3.0 Krinsky Transfer.** Within fifteen (15) days after the effective date, Krinsky shall transfer all files in her possession, custody or control, or cause to be transferred all files in her patent counsel's possession, custody or control, that relate to prosecution or enforcement of the Patents or to the conception or reduction to practice the claimed inventions in the Patents, including assignment documents, prosecution histories, invention reports, and prior art to Howrey at the address specified below in Section 7.0. Howrey bears the cost of such transfer, including but not limited to copying charge and postage.

## **ARTICLE IV REPRESENTATIONS**

**Section 4.1 Authority Warranty.** Each party represents and warrants that it has and will have the right and authority to enter into this Agreement and to convey the rights granted by such party hereunder, without the need for any licenses, releases, consents, approvals or immunities not yet granted or obtained.

**Section 4.2 Krinsky Representations.** Krinsky represents:

- (i) that she owns all right and title to the Patents prior to the Effective Date;
- (ii) that she has the sole and exclusive right to assign the Patents; and
- (iii) that she had made no assignment, transfer, grant or license of any interest in the Patents and that she will not make an assignment, transfer, grant or license of any interest in the Patents except as specified herein.

## **ARTICLE V COOPERATION**

**Section 5.0 Further Assurances.** Krinsky agrees, upon the reasonable request of Howrey, or any party that succeeds Howrey as the owner of the rights, title and interest in the Patents, to cooperate with Howrey and any future owner of the rights, title and interest in the Patents, to do all things necessary to fully vest in Howrey, and any future owner of the rights, title and interest in the Patents, the rights granted under this Agreement, including without limitation to execute and record documents that must be filed to reflect the change in title to the Patents.

## **ARTICLE VI TERM**

**Section 6.0 Term.** This Agreement and the rights granted hereunder shall continue in effect from the Effective Date until expiration of the last to expire Patents (the "Term"). This term is not affected by any subsequent assignment of the rights, title and interest in the Patents from Howrey.

## **ARTICLE VII NOTICES**

**Section 7.0 Notices.** All notices or other communications given hereunder will be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended, if delivered by a nationally recognized overnight courier service, or if sent by facsimile, accompanied by electronic confirmation of the accurate transmission thereof, to the party at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such party:

If to Krinsky:

Lynn Paula Krinsky  
620 S Dakota St  
Seattle, WA 98108  
Telephone: (206) 223-2303  
Facsimile: (206) 223-7005

If to Howrey, LLP:

Howrey, LLP  
Attn: Gregory S. Cordrey  
4 Park Plaza, Suite 1700  
Irvine, California 92614  
Telephone: (949) 721-6900  
Facsimile: (949) 721-6910

All such notices and other communications shall be deemed to have been given and received effective as of (i) in the case of personal delivery, the date of such delivery; (ii) in the case of a nationally recognized, overnight courier service, the second business day following dispatch; or (iii) in the case of a facsimile, provided that the facsimile is accompanied by electronic confirmation of the accurate transmission thereof, the date of such delivery.

## ARTICLE VIII CONFIDENTIALITY

**Section 8.1 Confidentiality.** Krinsky shall keep the terms of this Agreement confidential and shall neither disclose now or hereafter, the terms of this Agreement to any third party except:

- (a) to any court or governmental body or agency compelling such disclosure, but only to the extent so compelled and only after Howrey has been given reasonable notice that disclosure is being compelled and has had an opportunity to resist or limit such disclosure through whatever legal proceedings may be available;
- (b) as otherwise may be required by any law and the rules or regulations promulgated under such law;
- (c) as necessary for disclosure to her auditors, agents and accountants representing her, provided that, in case of any disclosure pursuant to this subsection (c), to the extent permissible by law, Krinsky shall impose confidentiality provisions on the recipient in writing prior to such disclosure;
- (d) with written permission from Howrey, or
- (e) to the extent the information is or becomes generally available to the public through no wrongful act or omission on the part of either party.

**Section 8.2 Confidentiality survives assignment.** Krinsky agrees and acknowledges that the confidential nature of this agreement survives any assignment by Howrey to any future owner of the rights, title and interest in the Patents.

## **ARTICLE IX MISCELLANEOUS**

**Section 9.1 Governing Law and Forum.** This Agreement shall be governed by the laws of the State of California without regard to its conflicts of law provisions. Any suit hereunder will be brought solely in the Court of Orange County, California, or in the United States District Court for the Central District of California. Each party agrees to subject itself to the personal jurisdiction of such courts and shall not contest such jurisdiction or the venue of such court or the convenience of the forum. In the event of any dispute under the Agreement, or if it becomes necessary for a party to initiate legal proceedings to enforce its rights under this Agreement, the prevailing party in any such dispute shall be entitled to recover its reasonable attorneys' fees, costs and expenses from the other party.

**Section 9.2 Amendments.** Any modification of this Agreement shall be set forth in writing and duly executed by both parties.

**Section 9.3 Wavier.** The failure or delay of either party in exercising any of its rights hereunder shall in no way operate as a waiver of such rights or prevent the assertion of such rights thereafter to enforce each and every provision of the Agreement in accordance with its terms.

**Section 9.4 Severability.** Should any provision of this Agreement be held to be unenforceable, such ruling shall not affect the validity and enforceability of the remaining provisions of this Agreement.

**Section 9.5 Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same Agreement. Facsimile signatures or signatures delivered by email in .pdf or similar format shall be deemed original signatures for purposes of this Agreement.

**Section 9.6 Representation of Comprehension of Document.** In entering into this Agreement, the parties represent that they have relied upon the advice of their own attorney(s), or the attorney(s) of their own choice, that the terms of this Agreement have been completely read by and explained to them by their attorney(s), and the terms of this Agreement are fully understood and voluntarily accepted by them. The parties hereby acknowledge receipt of a copy of this Agreement before signing the same. It is further understood that the provisions of the Agreement are contractual and are not merely recitals and that the parties have read the foregoing Agreement, understand it and sign the same as their own voluntary act and deed.

**Section 9.7 Jointly Drafted.** The parties agree that this Agreement, and all its terms, has been jointly drafted between and among them, and no provision hereof shall be interpreted against any party hereto by reason of the contention, claim, suggestion or argument that they were the drafters of any such provision.

**Section 9.8 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous understandings relating to the subject matter hereof, whether oral or written, and unexecuted drafts hereof. Prior unexecuted drafts of this Agreement may not be used to interpret the intentions of the parties or underlying facts relating to this Agreement, and the fact that certain provisions may have been added, removed or modified during negotiations shall have no interpretive significance.

*[signature page follows]*



IN WITNESS WHEREOF, the parties have caused this instrument to be signed as of the day and year first above written.

**Lynn Paula Krinsky**

By: Lynn Paula Krinsky

Date: 4/1/09

**Howrey LLP**

By: Gregory S. Cordrey

Title: Partner

Date: 4/1/09

## PATENT ASSIGNMENT

**WHEREAS**, Howrey LLC ("Howrey" or "Assignor"), a limited liability partnership having its principal office in Washington D.C., acquired, on behalf of Avery Dennison Corporation ("Avery Dennison" or "Assignee"), a corporation having its principal place of business in Pasadena, California, certain patents and other property rights set forth in an April 1, 2009 Patent Purchase Agreement with Lynn Paula Krinsky ("Krinsky Agreement"), including United States Patent Numbers 6,354,212 ("the '12 patent") and 6,631,683 ("the '683 patent") as well as all related patents or applications for patents (e.g., patents or applications claiming priority to the '12 Patent and/or the '683 Patent, or patents or applications claiming priority to a common patent or application as the '12 Patent and/or the '683 Patent) that have been or shall be filed in the United States or in foreign countries, including all provisional, divisional, continuing, continuing-in-part, substitute, renewal, or reissue patents or applications for patents (collectively, "Krinsky Patents");

**WHEREAS**, Howrey desires to sell, assign and transfer all right, title and interest in the Krinsky Patents to Avery Dennison;

**WHEREAS**, Avery Dennison desires to acquire the Krinsky Patents, subject to the conditions and obligations set forth in the Krinsky Agreement;

**NOW, THEREFORE**, in consideration of the sum of ten dollars (\$10.00), and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned Howrey does hereby:

**SELLS, ASSIGNS, and TRANSFERS** to Avery Denison all right, title and interest in the Krinsky Patents, including the right to sue for past infringement, and to recover damages for such past infringement, and the right to prosecute, enforce and defend the Krinsky Patents as fully and entirely as the same would have been held by Howrey had this assignment not been made. Howrey retains no interest in the Krinsky Patents or obligations under the Krinsky Agreement, such obligations are hereby transferred to, and accepted by, Avery Dennison.

**TO BE BINDING** on heirs, assigns, representatives and successors of the undersigned Assignor and extend to the successors, assigns and nominees of the Assignee.

Howrey LLP

By:   
Partner

Date: 4-20-2009